

Development Construction Improvement Agreement

Final Development Approval Prior To Completing Construction Improvements

Construction Agreement

I _____, as _____ of _____, request final approval prior to acceptance and completion of the required construction improvements.

(Name of developer) (Owner, Contractor, etc.) (Name of development)

The _____ development includes construction and installation of the following improvements:

(Name of development)

Roadway/Lighting	Storm Drainage	Water/Sewer	Other
<input type="checkbox"/> Graded Road(s)	<input type="checkbox"/> Storm Culverts	<input type="checkbox"/> Potable Water System	<input type="checkbox"/> Signage
<input type="checkbox"/> Paved Road(s)	<input type="checkbox"/> Retention Ponds	<input type="checkbox"/> Sanitary Sewer System	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Street Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Check all that apply)

These improvements shall be constructed in accordance with the approved construction plans on file with the Engineering and Public Works Division. Additionally such improvements shall also be completed and ready for acceptance by the Board of County Commissioners on or before the earliest of _____, upon the development achieving 30 percent occupancy, or five years from the date of recording. The proposed construction timeline is attached to this agreement as Exhibit "A".

The cost for completing the above referenced improvements is estimated to be \$_____ dollars based on [an estimate prepared and provided by the applicant's engineer, an executed construction contract]. A copy of the construction cost estimate and schedule of values is attached as Exhibit "B".

As assurance that the required improvements will be completed satisfactorily and in a timely fashion, included as part of this agreement is a security deposit for \$_____ dollars, (110 percent of the estimated construction cost). This security is provided in the form of:

- Cashier's check
 Certified check
 Developer/Lender/County agreement
 Interest bearing certificate of deposit
 Irrevocable Letter of Credit
 Surety Bond

It shall be understood that this security deposit may be released periodically, but not more than two times during each year, subsequent to the completion, inspection and acceptance of improvements by the County.

In the event that _____ does not complete the required improvements, or to cause them to be completed, according to the schedule identified as Exhibit "A" to this agreement, the County shall utilize the security provided to complete any remaining improvements.

(Name of developer)

Warranty Agreement

Provided as a subpart to this agreement, _____ hereby agrees to warrant
(Name of developer)
all improvements for a period of not less than one year from the date of final acceptance by the County. As assurance that any defects in workmanship or materials will be replaced or repaired to the County's satisfaction and in a timely fashion, included as part of this agreement is a security deposit for \$ _____ dollars, (10 percent of the estimated construction cost). This security is provided in the form of:

- Cashier's check Certified check Developer/Lender/County agreement
- Interest bearing certificate of deposit Irrevocable letter of credit Surety Bond

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the ____ day of _____, 200__.

Name of Development: _____

Owner /Developer: _____

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me by _____, who () is personally known to me, or who has produced _____ as identification, and who appeared before me at the time of notarization, this ____ day of _____, 200__.

NOTARY PUBLIC
My Commission Expires: _____